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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

MAILED

Application Number: 09/698,491

JUN 05 2007

Filing Date: October 27, 2000

GROUP 3600

Appellant(s): MENENDEZ ET AL.

Kirk D. Houser (Reg. No. 37,357)
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 19 March 2007 appealing from the
Office action mailed 15 December 2006.**(1) Real Party in Interest**

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The following are the related appeals, interferences, and judicial proceedings known to the examiner which may be related to, directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal:

Application Serial Numbers 09/698,502 and 09/698,552

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,519,576 Freeman 2-2003

Information on Hertz Corporatoin, 1997-2002, printed through www.archive.org.

Pages cited from the document are indicated in the office action. Date of the archived webpage is in the URL of the web page in YYYYMMDD format

Avis Rent A Car Rates and Reservation, 3/3/2000

"Dollar Rent A Car Introduces 'DOLLAR(R) TRAVEL CENTER' At Key Airport Locations, Customers Obtain Free Travel Information At Ineractive Kiosks", 14 May 2000, www.kiosk.com

TravelWeb Takes Flight, 06 August 1996, Business Wire p08060076

Install Firewall Hardware And Software, 01 July 1999

Alan Robinson, Taking The Express: Alamo And Other 'Second-tier' Players Tighten Up The Corporate Marketplace With Enhanced Services, 14 March 1994

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1 – 5, 11 – 32, 36 – 60 and 62 – 64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS.

Regarding claim 1, Hertz teaches system and method for completing a rental agreement online (Hertz asks users to secure reservation with a credit card) [page 68].

Hertz teaches:

entering reservation-related information and rental-related information for an item without employing a master rental agreement [page 62]. Also, Hertz teaches capability for using some of the information from previously stored user related information.

providing a reservation for said item based at least in part upon said reservation-related information [page 65];

creating and displaying a rental proposal based upon said reservation and said rental-related information [page 67];

accepting said rental proposal online [page 69]; and

Hertz does not teach displaying a rental agreement based upon said accepted rental proposal. However, Avis teaches displaying a rental agreement based upon said accepted rental proposal [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to provide confirmation message to customer, allow customer to verify information and make changes to the reservation etc.

Regarding claim 2, Hertz teaches entering said rental-related information without employing a master rental agreement [page 62].

Regarding claim 3, Hertz teaches manually entering said rental-related information online [page 62].

Regarding claims 4 – 5, applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight.

Regarding claim 11, Hertz teaches renting a vehicle under said rental agreement [page 9 – 15].

Regarding claim 12, Hertz teaches providing time and location information regarding a vehicle rental in said reservation-related information [page 67].

Regarding claim 13, Hertz teaches employing at least some of pick-up location, pick-up date, pick-up time, drop-off location, drop-off date, and drop-off time as said time and location information [page 56 – 67].

Regarding claim 14, Hertz teaches providing arrival information in said rental-related information [page 65 – 67].

Regarding claim 15, Hertz teaches providing rental rate requests in said reservation-related information [page 62].

Regarding claim 16, Hertz teaches selecting a vehicle for reservation in said reservation-related information [page 65].

Regarding claim 17, Hertz teaches selecting a capacity of said vehicle in said reservation-related information [page 25].

Regarding claim 18, Hertz teaches employing at least one of luggage capacity and passenger capacity as said capacity of said vehicle [page 25].

Regarding claim 19, Hertz teaches displaying at least one of an image of said vehicle, a class of said vehicle, and a rental price for said vehicle prior to said step of selecting a capacity of said vehicle [page 24].

Regarding claim 20, Hertz does not teach providing information regarding a user in said rental-related information. However, Avis teaches providing information regarding a user in rental-related information [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to display user information in rental-information to provide complete rental details, allow user to verify reservation information etc.

Regarding claim 21, Hertz teaches employing at least one of e-mail address, telephone number, residence, driver's license information, travel contact information, and frequent flyer information in said information regarding a user [page 65].

Regarding claim 22, Hertz teaches displaying instructions for a user at a rental facility in said rental agreement [page 67].

Regarding claim 23, Hertz teaches:
employing a plurality of different rental facilities [page 63, 64];
selecting one of said rental facilities [page 64]; and
dynamically providing said instructions based upon the selected one of said rental facilities [page 65].

Regarding claim 24, Hertz does not teach displaying a rental confirmation in said rental agreement. However, Avis teaches displaying rental confirmation [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to inform customer that the transaction was successful.

Regarding claim 25, Hertz teaches employing optional information in said rental-related information [page 66, 67].

Regarding claim 26, Hertz teaches:

selecting at least one of a plurality of rental options in said optional information [page 66].

Hertz does not teach updating rental cost information based upon said selected rental options. However, Avis teaches updating rental cost information based upon selected rental option [page 6].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to help customer understand what would be the total cost of rentals based upon customer selection.

Regarding claims 27, Hertz does not teach recalculating said rental cost information. However, Avis teaches recalculating rental cost information. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to help customer understand what would be the total cost of rentals based upon customer selection.

Hertz in view of Avis does not teach sending a corresponding transaction to a mainframe computer (server). Official notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to select what computer technology to use to implement business system and method. In client-server design the server functions as a host computer. It is a design choice to select what hardware platform to use for implementing a server. For example,

a business may elect to use mainframe like IBM 3090, mid-range computer like IBM AS/400, workstation like SUN, HP etc.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use mainframe computer system have a computer large enough to provide capability to have connectivity to plurality of worldwide customers at any given time.

Regarding claim 28, Hertz teaches employing at least one of insurance coverage and prepaid fuel in said optional information [page 11].

Regarding claim 29, Hertz teaches employing at least one of collision damage waiver and extended insurance in said insurance coverage [page 34].

Regarding claim 30, Hertz teaches employing at least one of an additional driver, an underage driver, collision damage insurance protection, extended insurance protection, prepaid fuel, a child safety seat, and a stroller in said optional information [page 34].

Regarding claim 31, Hertz teaches displaying rental pricing information in said rental proposal [page 67].

Regarding claim 32, Hertz teaches displaying rental terms and conditions in said rental proposal [page 67].

Regarding claim 36, Hertz teaches modifying said rental agreement [page 11].

Regarding claim 37, Hertz teaches modifying said reservation [page 17].

Regarding claim 38, Hertz teaches system and method for completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68] between a client system and a server system (i.e. online). Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology "first information" and "second information", and, has not clearly described the "first information" and "second information". For example, in application Figure 1, both "first information" and "second information" are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads "first information" as location and date for rental reservation and "second information" as type of vehicle for renting. Hertz teaches:

under control of the client system, entering first information pertaining to a reservation of an item (rental car) without employing a master rental agreement [page 63].

Hertz does not teach second information pertaining to a rental of said item. However, Avis teaches second information pertaining to a rental of item [page 5].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine the type of vehicle the customer wants to rent.

Hertz in view of Avis teaches:

sending said first information and said second information to the server system [page 65],

receiving from said server system a rental proposal based upon said first information and said second information [page 65],

displaying said rental proposal [page 65], and

accepting said rental proposal online to complete rental agreement [page 67]; and

under control of the server system, receiving said first information and said second information from said client system [page 65],

providing a reservation based at least in part upon said first information [page 65],

generating the rental proposal based upon said reservation and said second information [page 65], and

sending the rental proposal to the client system [page 65].

Regarding claim 39, Hertz teaches:

including terms and conditions in the rental proposal [page 67];

displaying an object [page 24];

selecting said displayed object to accept said terms and conditions [page 25, 67];

Hertz does not teach teach including said terms and conditions in the rental agreement. However Avis teaches to teach terms and conditions in the rental agreement [page 10, 11].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to remind the customers about the terms and conditions.

Regarding claim 40, Hertz does not teach generating the rental agreement at the server system based upon said accepted rental proposal. However, Avis teaches generating agreement based upon accepted rental proposal [page 12].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to include the contents of the proposal in its entirety and create a binding agreement.

Regarding claim 41, Hertz does not teach displaying a rental agreement (generated at Hertz server and displayed on customer system). However, Avis teaches

displaying a rental agreement generated on Avis system and displayed on customer system.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to provide confirmation message to customer (generated at Hertz server), allow customer to verify information (review agreement displayed on client system) etc.

Regarding claim 42, Hertz teaches renting a vehicle under said rental agreement [pages 9 – 15].

Regarding claim 43, Hertz teaches system and method for completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68] between a client system and a server system (i.e. online). Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology “first information” and “second information”, and, has not clearly described the “first information” and “second information”. For example, in application Figure 1, both “first information” and “second information” are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads “first information” as

location and date for rental reservation and "second information" as type of vehicle for renting.

Hertz teaches an entry component entering first information pertaining to a reservation of an item (rental car) without employing a master rental agreement [page 63].

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

a processor component cooperating with said entry component (Hertz has web server which provides access to customers over the internet);

a communication component, responsive to said processor component, sending said first and second information to the server system, and receiving from said server system a rental proposal responsive to said sent first and second information; and

a display component displaying said rental proposal (Hertz has web server which communicates with customer workstations over the internet).

said entry component and said processor component cooperating to initiate acceptance of said rental proposal [Hertz page 68], and

said communication component, responsive to said acceptance, sending said acceptance to the server system, in order to complete the rental agreement online [Avis page 8,9].

Regarding claim 44, Hertz teaches display component is a browser, which displays said rental proposal [page 67].

Regarding claim 45, Hertz teaches communication component receives an HTML document provided by the server system; and wherein said processor component processes said HTML document for display by said display component [page 67].

Regarding claim 46, Hertz teaches item includes a vehicle rental [page 67].

Regarding claim 47, Hertz teaches said item is a vehicle [page 67].

Regarding claim 48, Hertz teaches rental proposal is sent as an HTML document as provided by the server system; and wherein said processor component processes said HTML document for display by said display component [page 67].

Regarding claim 49, Hertz teaches for completing a completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68] with a client system. Applicant does not positively claim element b of claim 1 (rental-related

information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology "first information" and "second information", and, has not clearly described the "first information" and "second information". For example, in application Figure 1, both "first information" and "second information" are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads "first information" as location and date for rental reservation and "second information" as type of vehicle for renting. Hertz teaches:

a data storage component storing information for a plurality of items (reservation retrieval) [page 22];

a communication and processing component receiving first information pertaining to a reservation of an item from the client system.

Hertz does not teach second information pertaining to a rental of said item (rental car) from client system. However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

a reservation component retrieving stored information from said data storage component for said items or services [Hertz page 22], and providing a reservation

based at least in part upon said first information and the retrieved stored information (prior reservation) [Hertz page 22]; and

 a rental component generating a rental proposal based upon said reservation and said received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online, said rental component receiving [Avis page 8 – 10]:

Regarding claim 50, Hertz teaches rental is for a vehicle [page 67].

Regarding claim 51, Hertz teaches vehicle is a land based vehicle [page 67].

Regarding claim 52, Hertz teaches land-based vehicle is a car.

Regarding claim 53, Hertz teaches system and method for completing a completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68] with a client system. Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology “first information” and “second information”, and, has not clearly described the “first information” and “second information”. For example,

in application Figure 1, both "first information" and "second information" are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads "first information" as location and date for rental reservation and "second information" as type of vehicle for renting. Hertz teaches:

Hertz teaches an entering first information pertaining to a reservation of an item (rental car) without employing a master rental agreement [page 63].

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

sending said first and second information to the server system [Hertz page 67];
receiving from said server system a rental proposal responsive to said sent first and second information [Hertz page 67];
displaying said rental proposal [Hertz page 67];
accepting said rental proposal [Hertz page 67]; and
sending said acceptance to the server system, in order to complete the rental agreement online [Hertz page 67].

Regarding claim 54, Hertz teaches system and method completing a completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68]

using a server system. Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology "first information" and "second information", and, has not clearly described the "first information" and "second information". For example, in application Figure 1, both "first information" and "second information" are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads "first information" as location and date for rental reservation and "second information" as type of vehicle for renting. Hertz teaches:

storing information for a plurality of items or services [page 22];
receiving from the client system first information pertaining to a reservation of an item (rental car) without employing master rental agreement.

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

retrieving the stored information for said items [Hertz page 22];
providing a reservation based at least in part upon said first information and the retrieved stored information [Avis page 2 – 5];

generating a rental proposal based upon said reservation and said received second information, said generating step generating said rental proposal [Avis page 8]: sending the rental proposal to the client system [Avis page 8]; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online [Hertz page 68].

Regarding claim 55, Hertz teaches client sub-system and method completing a completing a rental agreement (Hertz asks users to secure reservation with a credit card) [page 68]. Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 38. Applicant has used the terminology “first information” and “second information”, and, has not clearly described the “first information” and “second information”. For example, in application Figure 1, both “first information” and “second information” are generated from the client system prior to sending the information to the server system. For the purpose of examination examiner reads “first information” as location and date for rental reservation and “second information” as type of vehicle for renting. Hertz teaches:

an entry component entering first information pertaining to a reservation of an item without employing master rental agreement.

Hertz does not teach second information pertaining to a rental of said item (rental car). However, Avis teaches entering second information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine type of vehicle customer want to rent.

Hertz in view of Avis teaches:

a processor component cooperating with said entry component (Hertz teaches web server and access to customers over the internet)

a communication component, responsive to said processor component, sending said first and second information to a server sub-system, and receiving from said server sub-system a rental proposal responsive to said sent first and second information [Avis page 2 – 5], and

a display component displaying said rental proposal [Avis page 8],

said entry component and said processor component cooperating to initiate acceptance of said rental proposal [Hertz page 68], and

said communication component, responsive to said acceptance, sending said acceptance to the server sub-system [Hertz page 68];

said server sub-system comprising

a data storage component storing information for a plurality of items or services (Hertz teaches to allow customers to retrieve confirmed transactions) [page 22].

a communication component receiving said first and second information from the client sub-system, a reservation component retrieving stored information from said data storage component for said items or services, and providing a reservation based at

least in part upon said first information and the retrieved stored information [Avis page 8 – 9], .

 a rental component generating a rental proposal based upon said reservation and said received second information [Avis page 8 – 9], and

 a processor component cooperating with said communication component, said reservation component and said rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online [Avis page 8 – 9]; and

 a communication sub-system communicating between the communication component of said client sub-system and the communication component of said server sub-system (Hertz provides web server and access to customers over the internet).

Regarding claim 56, Hertz teaches communication sub-system is a global communication network (Hertz provides web server and access to customers over the internet).

Regarding claim 57, Hertz teaches global communication network is the Internet (Hertz provides web server and access to customers over the internet).

Regarding claim 58, Hertz teaches display component employs a web page for displaying said rental proposal [page 68].

Regarding claim 59, Hertz teaches items are vehicles [page 67].

Hertz does not teach display component employs a web page for selecting one of said vehicles. However Avis teaches display component employs a web page for selecting one of said vehicles.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to determine what type of vehicle does the customer wants to rent.

Regarding claim 60, Hertz in view of Avis does not teach communication sub-system includes a global communication network employing an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view Avis and use ATM protocol to communication network to connect the web server using a high speed link like OC-3.

Regarding claim 62, Hertz in view of Avis does not teach processor component is a web server, and wherein said data storage component is a database server. However, Hertz to provide web access to its clients over the internet, and, allows its clients to retrieve and modify transactions [page 22]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a design choice on how to design the network. A business may elect to design system and method to use file system like a database server, and, use web server to provide access client over the internet, or, use intranet to provide private network access.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and use database server to manage data and use web server to provide connectivity to customers over the internet.

Regarding claim 63, Hertz in view of Avis does not teach reservation component is a reservation system running on a mainframe and said rental component is a rental system running on said mainframe. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to select what computer technology to use to implement business system and method. In client-server design the server functions as a host computer. It is a design choice to select what hardware platform to use for implementing a server. For example, a business may elect to use mainframe like IBM 3090, mid-range computer like IBM AS/400, workstation like SUN, HP etc.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use mainframe computer system have a computer large enough to provide capability to have connectivity to plurality of worldwide customers at any given time.

Regarding claim 64, Hertz teaches to provide access to customers over the internet. Customers access Hertz system using their internet access ready system to access Hertz website. It would have been obvious to one of ordinary skill in the art at the time of invention that Hertz teaches:

a web server for a web site;

display component includes a browser for displaying portions of said web site (readily available browsers like Internet explorer, Netscape etc. used for accessing website) [page 67];

entry component (keyboard, mouse, touch screen etc.),

processor component (computer system like IBM 3090, HP 3000, Unisys 1100 etc.)

communication component (network connectivity to connect Hertz computer to the internet) of said client sub-system cooperate to send said first information as reservation-related information to said web site (Hertz web site), to send said second information as rental-related information to said web site (Hertz web site), and to receive said rental proposal from said web site;

display component displays said received rental proposal (information displayed on display connected to client' computer) [page 67].

Claims 6 – 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of Freeman US Patent 6,519,576.

Regarding claim 6, Hertz teaches:

entering information from an identification of a user [page 21].

Hertz in view of Avis does not teach:

maintaining a history of rental information for prior rentals by a user, and, entering at least some of said rental-related information from the history based upon said information from an identification of a user without employing a master rental agreement. However, However, Freeman teaches:

maintaining a history of rental information for prior rentals by a user (historical data of customers relating to earlier transactions) [col. 5, lines 25 – 29].

entering at least some of said rental-related information from the history based upon said information from an identification of a user without employing a master rental agreement (trying to anticipate the credit card repayment amount which a customer will make, so the system can pre-fill the repayment amount for the customer) [col. 5, lines 20 – 24].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught to anticipate and pre-fill the form).

Regarding claim 7, Hertz teaches employing a driver's license as said identification [page 9].

Regarding claim 8, Hertz in view of Avis does not teach provisionally entering at least some of said rental-related information from the history. However, Freeman teaches provisionally entering at least some of said rental-related information from the history [col. 5, lines 20 – 29].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Freeman to anticipate and pre-fill the form

Regarding claim 9, Hertz in view of Avis and Freeman does not teach modifying at least some of said provisionally entered at least some of said rental-related information from the history (overriding the pre-filled information). However, Hertz teaches to allow customers to modify provisionally entered some of said rental-related information (if you are Hertz #1 Club member you can use some or all of the information including the credit card number, i.e. customers can override the information) [page 17].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and Freeman as taught by Hertz to allow customers provide more up to date information like telephone number, new credit number etc. by overriding the pre-filled information.

Claims 10 and 61 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of an article "Dollar Rent A Car Introduces Dollar® Travel Center At Key Airport Locations" hereinafter known as KioskCom.

Regarding claim 10, Hertz teaches displaying rental proposal to at least one of a client system and accepting said rental proposal at one of said client system [page 67 – 69]. Hertz in view of Avis does not teach using a kiosk (a client system connected to a server. A kiosk can be locally installed and directly connected to a server, or, it can be remotely installed and connected to a server through communication means. However, KioskCom teaches that Dollar Rent A Car introduced "Dollar® Travel Center and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations (display and accept rental proposals).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Regarding claim 61, Hertz teaches displaying rental proposal to at least one of a client system and accepting said rental proposal at one of said client system [page 67 – 69]. Hertz in view of Avis does not teach using a kiosk (a client system connected to a server. A kiosk can be locally installed and directly connected to a server, or, it can be remotely installed and connected to a server through communication means. However, KioskCom teaches that Dollar Rent A Car introduced "Dollar® Travel Center and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations (display and accept rental proposals).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Hertz in view of Avis and KioskCom does not teach kiosk to have printer and display. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made to that some of the kiosks have display and printers. For example, ATM kiosks.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and KioskCom and install

display and printer at kiosk to allow customer to interact with the system and take a printout of the completed transaction.

Hertz in view of Avis and KioskCom does not teach communication sub-system employs a frame relay protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view Avis and use Frame Relay protocol to communication network to save cost by providing slow speed access like DS-1 at remote locations with low customer traffic.

Claims 33 – 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of an article TravelWeb Takes Flight hereinafter known as TravelWeb.

Regarding claim 33, Hertz teaches providing reservation. Hertz in view of Avis does not teach sending an e-mail message to confirm said reservation after entering said reservation-related information. However, TravelWeb teaches system and method to confirm reservation after entering reservation-related information. TravelWeb recites

"after the user selects the 'Make a Reservation' button is he or she required to provide information necessary for ticketing such as name and credit card number. Once this information is submitted, TravelWeb immediately processes the reservation and provides a confirmation while the user is still online. TravelWeb then follows up within minutes with an email confirmation with all pertinent details." [page 1].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by TravelWeb to provide all pertinent details to the customer.

Regarding claim 34, Hertz in view of Avis does not teach entering said rental-related information before sending said e-mail message. However, TravelWeb teaches entering said rental-related information before sending said e-mail message [page 1].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by TravelWeb to reserve the resources prior to ensure that the resources are available prior to making the commitment.

Regarding claim 35, Hertz in view of Avis and TravelWeb does not teach linking from said e-mail message to a web page to complete said rental agreement. However, MarkBaul teaches access to information at remote location after receiving of e-mail message with a link to information.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and TravelWeb as taught by MarkBaul by providing access to information at a remote location after receiving e-mail message to minimize user typing the URL to access the information, to expedite user getting access to the information.

Claims 65 is rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS and further in view of an article Install Firewall Hardware And Software hereinafter known as CERT.

Regarding claim 65, Hertz teaches processor component of said server sub-system is a web server (responded to above in response to claim 62); client sub-system communicates with said web server.

Hertz in view of Avis does not teach:

Communication sub-system employs an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is design choice to elect what data transmission protocol to implement for providing access to a wide area network like internet.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view Avis and use ATM protocol to communication network to connect the web server using a high speed link like OC-3.

Communication sub-system employs firewall. However, CERT teaches that If you do not install the operating system and your firewall software with a minimal service configuration and with all applicable patches, you risk exposing your organization's network to intrusions that exploit well-known vulnerabilities [page1].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by CERT and use firewall to protect the system from network intrusions.

Claims 66 - 73 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as AVIS in view of an article Taking Up Express hereinafter known as Robinson.

Regarding claim 66, Hertz teaches system and method for completing a rental agreement online (Hertz asks users to secure reservation with a credit card) [page 68]. Applicant does not positively claim element b of claim 1 (rental-related information from a master rental agreement). Rental-related information from a master rental agreement

is not given any patentable weight. Cited references are used to respond the claimed invention in view of element a of claim 1.

Hertz teaches:

entering reservation-related information and rental-related information for an item (car rental) without employing a master rental agreement [page 62].

providing a reservation for said item based at least in part upon said reservation-related information [page 65];

creating and displaying a rental proposal based upon said reservation and said rental-related information [page 67];

accepting said rental proposal online [page 69]; and

Hertz does not teach displaying a rental agreement based upon said accepted rental proposal. However, Avis teaches displaying a rental agreement based upon said accepted rental proposal [page 10].

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to provide confirmation message to customer, allow customer to verify information and make changes to the reservation etc.

Hertz in view of Avis does not teach going to a rental counter before obtaining said item for rental. However, Robinson teaches that Florida state laws require that a rental contract be signed at the counter.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Robinson and

have customers go to a rental counter before obtaining said item for rental to get the contract signed at the counter.

Regarding claim 67, Hertz teaches displaying said rental proposal at a client system [page 67 – 69]; and accepting said rental proposal at said client system to complete rental agreement [page 67 – 69].

Regarding claim 68, Hertz teaches renting a vehicle under said rental agreement [page 9 – 15].

Regarding claim 69, Hertz in view of Avis and Robinson teaches going to the rental counter to obtain an optional item before obtaining said vehicle for rental (responded to earlier in the response to claim 66].

Regarding claim 70, Hertz does not teach obtaining a stroller at the rental counter as said optional item (i.e. going to counter to obtain portable optional item like stroller, cell phone etc.). However, Hertz teaches offering special equipment as selection items for customers. Official notice it is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect what items to rent, and also, it would have been obvious to one of ordinary skill in the art at the time the invention was made that vehicle rental companies

do not keep optional items in the vehicle to minimize theft of these items. Hertz in view of Robinson teaches customer going to the counter (as responded to earlier in response to claim 66]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and Robinson and obtaining a stroller at the rental counter as said optional item to minimize theft of portable optional items.

Regarding claim 71, Hertz in view of Avis and Robinson teaches allocating vehicle at rental counter (responded to earlier in response to claim 66]. Hertz in view of Avis and Robinson does not teach providing expedited service rental counter. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that businesses are known to provide expedited service counters for their frequent customers. For example, United Airlines has different counters for their premier members, Hertz #1 club members etc. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and Robinson and provide expedited service rental counter to keep their frequent customers happy.

Regarding claim 72, Hertz in view of Avis and Robinson does not teach displaying the rental agreement at the rental counter. However, it would have been obvious to one of ordinary skill in the art at the time the invention was made to display rental agreement at rental counter to enable the service representative view and print

the document to get customer signatures.

Regarding claim 73, Hertz teaches entering reservation-related information by employing a global communication network (internet) [page 67 – 69].

(10) Response to Argument

In response to argument that Examiner errs in construing the term "rental agreement" when relying upon the Black's Law Dictionary's definition (p. 62) of the term "agreement" as being "[a]lthough often used as synonymous with 'contract', agreement is a broader term; e.g. an agreement might lack an essential element of a contract.", and,

However, Black's Law Dictionary definition clearly recites that an agreement might lack an essential element of a contract. Appellant's disclosure originally filed 26 October 2006 does not disclose that an agreement should be read as a contract.

In response to argument that the use of "rental agreement" in the claims and Appellants' definition thereof (i. e., rental contract which is legally binding on the parties entering into it) is entirely consistent with the interpretation that those of ordinary skill in the art would reach.

However, argument is not supported by specification filed 26 October 2006, appellant does not teach or recite that the agreement is legally binding on the parties entering into it. Also, appellant has not explained why Hertz in view of Avis does not

teach legally binding agreement when Hertz teaches that customer has to agree to penalty clause when making their rental with Hertz (see Hertz, page 33, item 14).

In response to argument that citation's use of "might lack" (see Black's Law Dictionary) clearly contemplates that the term "agreement" may have all of the essential elements of a contract.

However, this clearly shows and acknowledged by the appellant, that the an agreement is not always a contract.

In response to argument that claimed invention makes clear that there is a rental proposal, that the rental proposal is accepted online, and that a rental agreement is displayed "based upon the accepted rental proposal". Hence, the context of the claim makes clear that there is acceptance of the rental proposal and that the term "rental agreement" is one and the same with "rental contract".

However, cited reference clearly teaches that there is a rental proposal [Hertz, paged 67], that the rental proposal is accepted online [Hertz, page 69], and that a rental agreement is displayed "based upon the accepted rental proposal [Avis, page 10].

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,



Naresh Vig

Conferees:



John Weiss



Vincent Millin